



# National Renewable Energy Laboratory

## REPRESENTATIONS AND CERTIFICATIONS

### For Subcontracts

**Offeror:** Check or complete all appropriate boxes or blocks, sign and return as part of your proposal.

#### 1. SOLICITATION DEFINITIONS - (Derived from FAR 52.215.1, JULY 1987)

- A. "Offer" means proposal in negotiation.
- B. "Solicitation" means a request for proposals (RFP), request for bid (RFB), or a request for quotations (RFQ) or a solicitation for letter of interest (LOI) in negotiation.
- C. "Government" means United States Government and includes DOE.
- D. "DOE" means the United States Department of Energy or any duly authorized representative thereof.
- E. "NREL" means the National Renewable Energy Laboratory, a DOE - owned facility, operated and managed under contract by the NREL Division of the Midwest Research Institute, a not-for-profit Missouri corporation, and includes its officers, successors and assigns.

#### 2. TYPE OF BUSINESS ORGANIZATION - (Derived from FAR 52.215-4, OCT 1997)

The Offeror or quoter, by checking the applicable box, represents that --

- A. It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, or
- B. If the Offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(Country)

#### 3. SMALL BUSINESS PROGRAM REPRESENTATION - (Derived from FAR 52-219-1, FEB 1998)

- A. *Representations.*  
The Offeror represents and certifies as part of its offer that it ☐ is, ☐ is not a small business concern. (Complete only if offeror represented itself as a small business concern) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern. (Complete only if offeror represented itself as a small business concern) The offeror represents as part of its offer that it ☐ is, ☐ is not a women owned small business concern.
- B. *Definitions.*  
"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts or subcontracts, and qualified as a small business under the criteria in 13 CFR Part 21 and the size standard in paragraph (A) of this provision.  
  
"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by the economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

"Joint Venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement which one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

C. *Notice.*

1. If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
2. Under 15 U.S.C. 645 (d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (a) Be punished by imposition of fine, imprisonment, or both;
  - (b) Be subject to administrative remedies, including suspension and debarment; and
  - (c) Be ineligible for participation in programs conducted under the authority of the Act.

4. **CERTIFICATION OF NONSEGREGATED FACILITIES - (Derived from FAR 52.222-21, APR 1984)**

*(Applies to contractual instruments exceeding \$10,000)*

- A. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- B. By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the subcontract.
- C. The Offeror further agrees that (except where it has obtained identical certifications from proposed lower-tier subcontractors for specific time periods) it will--
  - (1) Obtain identical certifications from proposed lower-tier subcontractors before the award of lower-tier subcontracts under which the lower-tier subcontractor will be subject to the Equal Opportunity clause;
  - (2) Retain the certifications in the files; and
  - (3) Forward the following notice to the proposed lower-tier subcontractors (except if the proposed lower-tier subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE LOWER-TIER SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.**

Certification of Nonsegregated Facilities must be submitted before the award of a lower-tier subcontract under which the lower-tier subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each lower-tier subcontract or for all lower-tier subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

5. **PREVIOUS CONTRACTS/SUBCONTRACTS AND COMPLIANCE REPORTS - (Derived from FAR 52.222-22, APR 1984)**

The Offeror represents that --

- A. It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; B. It ☐ has, ☐ has not, filed all required compliance reports; and
- C. Representations indicating submission of required compliance reports, signed by proposed lower-tier subcontractors, will be obtained before lower-tier subcontract awards.

**6. AFFIRMATIVE ACTION COMPLIANCE - (Derived from FAR 52-222-25, APR 1984)**

The Offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**7. CLEAN AIR AND WATER CERTIFICATION - (Derived from FAR 52.223-1, APR 1984)**

*(Applies to subcontracts exceeding \$100,000)*

The Offeror certifies that --

- A. Any facility to be used in the performance of this proposed subcontract is ☐ is not ☐ listed on the Environmental Protection Agency List of Violating Facilities;
- B. The Offeror will immediately notify the Subcontract Administrator, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the subcontract is under consideration to be listed on the EPA List of Violating Facilities; and
- C. The Offeror will include a certification substantially the same as this certification, including this paragraph c. in every nonexempt lower-tier subcontract.

**8. PLACE OF PERFORMANCE - (Derived from FAR 52.215-6, OCT 1997)**

- A. The Offeror or quoter, in the performance of any subcontract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror or quoter as indicated in this proposal or quotation.
- B. If the Offeror or quoter checks "intends" in paragraph (A) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address,  
City, County, State, Zip Code)

Name and Address of Owner and  
Operator of the Plant or Facility  
if Other than Offeror or Quoter

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**9. BUY AMERICAN CERTIFICATE - (Derived from FAR 52.225-1, DEC 1989)**

*(Applies to procurements for supplies or for services that involve furnishing supplies)*

The Offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products

Country of Origin

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(List as necessary)

Offerors may obtain from the Subcontract Administrator lists of articles, materials, and supplies excepted from the Buy American Act (listed at 25.108 of the Federal Acquisition Regulation).

**10. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS - (Derived from FAR 52.203-11, APR 1991)**  
(Applies to subcontracts exceeding \$100,000)

- A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (B) of this certification.
- B. The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit with its offer OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS - (Derived from FAR 52.209-5, MAR 1996)**  
(Applies to all subcontracts)

- A. (1) The Offeror certifies, to the best of its knowledge and belief, that --
- (i) The Offeror and/or any of its Principals --
    - a. Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of subcontracts by any Federal agency:
    - b. Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) subcontract or lower-tier subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - c. Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision A.1.(i)b. of this provision.
  - (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more subcontracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- B. The Offeror shall provide immediate written notice to the Subcontract Administrator if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Subcontract Administrator may render the Offeror nonresponsible.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered and erroneous certification, in addition to other remedies available to the Government and/or NREL, the Subcontract Administrator may terminate the subcontract resulting from this solicitation for default.

**12. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION - (Derived from FAR 52.230.1, APR 1998)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant subcontract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated subcontract will be subject to full or modified CAS coverage pursuant to 48 CFR 9902.201-2(c)(5)(6), respectively.

**PART I - DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

- A. Any subcontract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR 99), except for those subcontracts which are exempt as specified in 48 CFR 9903.201-1.
- B. Any Offeror submitting a proposal which, if accepted, will result in a subcontract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (C) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- C. Check the appropriate box below:

- ☐ 1. *Certificate of Concurrent Submission of Disclosure Statement.* The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
- (i) Original and one copy to the cognizant Subcontract Administrator or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Subcontract Administrator or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- ☐ 2. *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Subcontract Administrator or Federal Official Where Filed: \_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- ☐ 3. *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not received net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Subcontract Administrator immediately.
- ☐ 4. *Certificate of Interim Exemption.* The Offeror hereby certifies that;
- (i) The Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

- (ii) In accordance with 48 9903.292-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Subcontract Administrator, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or lower-tier subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applied only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

- ☐ 5. Certificate of Disclosure Statement Due Date by Educational Institution. If the Offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the Offeror hereby certifies that (check one and complete):
- ☐ (i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.
- ☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of cognizant Subcontract Administrator or Federal Official Where Disclosure Statement is to be Filed: \_\_\_\_\_

## PART II - COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant subcontract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror did not receive a single CAS-covered award resulting from this proposal, the Offeror will advise the Subcontract Administrator immediately.

CAUTION: An Offeror may not claim the above eligibility for modified subcontract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## PART III - ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING SUBCONTRACTS

The Offeror shall indicate below whether award of the contemplated subcontract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing subcontracts and low-tier subcontracts.

☐ YES ☐ NO

### 13. PERIOD FOR ACCEPTANCE OF OFFER (Derived from FAR 52.214.15, APR 1984)

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within \_\_\_\_ days (90 calendar days unless a different period is inserted by the Offeror or the solicitation document's letter states a different period) from the date specified in the solicitation for receipt of offers or date of offer whichever is later, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule.

### 14. AUTHORIZED NEGOTIATORS

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with NREL in connection with this request for proposals or quotations, (list names, titles, and telephone numbers of the authorized negotiators).

Name	Title	Telephone Number
_____	_____	_____
_____	_____	_____

**15. OFFEROR'S LEGAL NAME AND ADDRESS AND REMITTANCE (PAYMENT) NAME AND ADDRESS**

The Offeror certifies that its legal name and address is as follows:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Offeror requests that all payments for work performed under the proposed subcontract be sent to the following remittance name and address of the Offeror:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Note: Payments to a party other than the Offeror requires special handling and an alteration to the terms and conditions of the proposed subcontract.)

**16. INTELLECTUAL PROPERTY**

**A. PATENT RIGHTS**

The Subcontractor is:

☐ A University or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)); or

☐ A nonprofit scientific or educational organization qualified under a State nonprofit organization statute. Please identify the statute.

☐ A small business concern as defined at Section 2 of Public Law 85-536 (15 USC 632) and implementing regulations of the administrator of the Small Business Administration.

☐ None of the above.

Subcontractors who have checked NONE OF THE ABOVE have the right to request, in advance of or within 30 days after execution of the subcontract, in accordance with applicable statutes and DOE Procurement Regulations (9-9.109-6), a waiver of all or any part of the rights of the United States in Subject Inventions. If the Subcontractor intends to request a waiver to such invention rights pursuant to DOE PR 9-9.109-6, please indicate:

☐ I intend to request an advance waiver in accordance with DOE PR 9-9.109-6.

☐ I do not intend to request an advance waiver.

**B. RIGHTS IN PROPOSAL DATA**

It is DOE policy for a subcontract award based on a proposal that, in consideration of the award, the Government and NREL shall obtain unlimited rights in the technical data contained in the proposal unless the Subcontractor marks those portions of the technical information which he asserts as "proprietary data" or specifies those portions of such technical data which are not directly related to or will not be utilized in the work to be funded under the subcontract. Accordingly, please indicate:

☐ No restriction on Government or NREL rights in the proposal technical data; or

☐ The following identified technical data is proprietary or is not directly related to or will not be utilized in the work to be funded under the subcontract:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. IDENTIFICATION OF TECHNICAL DATA WHICH IS PROPRIETARY

The Rights in Technical Data clause proposed to be used for this subcontract may not permit the utilization of proprietary data in the subcontract work or, if the use of proprietary data is permitted, may not be adequate to meet programmatic requirements. Use of data which is proprietary may prevent you from meeting the data requirements of the subcontract (including delivery of data). Your attention is particularly drawn to the use of LICENSED COMPUTER SOFTWARE. As used in this representation, "Licensed Computer Software" means software in which you own proprietary rights AND which you license to others.

Please indicate that you have reviewed the requirements in the technical scope of work and to the best of your knowledge.

(1) PROPRIETARY DATA

- ☐ No proprietary data will be utilized in the subcontract work.
- ☐ Proprietary data as follows will be utilized in the subcontract work:

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(2) COMPUTER SOFTWARE

- ☐ No LICENSED COMPUTER SOFTWARE will be utilized in the subcontract work.
- ☐ LICENSED COMPUTER SOFTWARE as follows will be utilized in the subcontract work:

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17. REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE -  
(Derived from FAR 52.227-15, JUN 1987)

- A. This solicitation sets forth the work to be performed if a subcontract award results, and the Government's and NREL's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government or NREL the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the subcontract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this subcontract. Under the latter clause, a Subcontractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit and function data in lieu thereof. The latter clause also may be used with its *Alternates II* and/or *III* to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of *Alternate V* with this latter clause provides the Government or NREL the right to inspect such data at the Subcontractor's facility.
- B. As an aid in determining the Government's and NREL's need to include any of the aforementioned *Alternates* in the clause at 52.227-14, Rights in Data - General, the Offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph B. of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (Offeror check appropriate block)

- ☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
- ☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows (use attachment page if necessary):

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NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data - General."



**18. ROYALTY INFORMATION - (Derived from FAR 52.227-6, APR 1984)**

- A. *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each subcontract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of subcontract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- B. *Copies of current licenses.* In addition, if specifically requested by the Subcontract Administrator before execution of the subcontract, the Offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**19. PARENT COMPANY AND IDENTIFYING DATA**

- A. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the Offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.
- B. The bidder ☐ is, ☐ is not (check applicable box) owned or controlled by a parent company.
- C. If the bidder checked "is" in paragraph b. above, it shall provide the following information:
- Name and Main Office Address of Parent Company's Employer's  
Parent Company (Include Zip Code) Identification Number
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- D. If the bidder checked "is not" in paragraph b. above, it shall insert its own Employer's Identification Number on the following line
- \_\_\_\_\_.

**20. SOCIAL SECURITY NUMBER (SSN)**

If the Subcontractor does not have an Internal Revenue Service (IRS) assigned Employer Identification Number (EIN), the Subcontractor's SSN is \_\_\_\_\_.

**21. FORMER GOVERNMENT EMPLOYEE/NREL EMPLOYEE**

The Subcontractor/Offeror ☐ is, ☐ is not (check applicable box) a former employee of the GOVERNMENT.  
Termination date: \_\_\_\_\_.

Contract No.: \_\_\_\_\_.  
Firm Name: \_\_\_\_\_.  
Period of Performance of Contract: From \_\_\_\_\_ To \_\_\_\_\_.

The Subcontractor/Offeror ☐ is, ☐ is not (check applicable box) a former employee of NREL.  
Termination date: \_\_\_\_\_.

Subcontract No.: \_\_\_\_\_.  
Firm Name: \_\_\_\_\_.  
Period of Performance of Subcontract: From \_\_\_\_\_ To \_\_\_\_\_.

**22. CONGRESSIONAL DISTRICT AND COUNTY**

The Subcontractor/Offeror's proposed principal place of performance is located in \_\_\_\_\_ Congressional District and in \_\_\_\_\_ county in the State of \_\_\_\_\_.

**23. Facilities Capital Cost of Money**

The offer ☐ includes ☐ does not include facilities capital cost of money as an allowable cost under a resulting subcontract.

**24. CERTIFICATION OF YEAR 2000 COMPLIANCE FOR INFORMATION TECHNOLOGY PRODUCTS AND SERVICES- (SPECIAL MAR 1999)**

*(Applies to subcontracts and purchase orders for information technology products and services)*

- A. "Year 2000 Compliance," as used in this provision, means that the information technology products and services delivered or developed under this subcontract/purchase order accurately process date/time data from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology, used in combination with the information technology being delivered or developed under this subcontract/purchase order, properly exchanges date/time data with it.
- B. "Information technology products and services" as used in this provision, include but are not limited to, hardware, software, and/or firmware and embedded systems or any other electro-mechanical or processor-based systems or services.
- C. "Date/time data," as used in this provision, includes but is not limited to, calculating, comparing, and sequencing.

By submission of this offer, Offeror certifies that --

- A. It has verified and validated that information technology products and services to be delivered under this subcontract/purchase order are Year 2000 compliant.
- B. It shall verify and validate that information technology products or services to be developed under this subcontract/purchase order are Year 2000 compliant.
- C. It shall verify and validate that information technology products or services delivered or developed under this subcontract/purchase order that will be used in combination with other information technology properly exchanges date/time data with the other information technology.
- D. It shall verify and validate that information technology products or services delivered or developed under this subcontract/purchase order that must perform as a system are Year 2000 compliant within that system.
- E. It will:
  - (1) Obtain certifications from proposed lower-tier subcontractors before the award of lower-tier subcontracts under which the lower-tier subcontractor will be delivering or developing information technology products and services;
  - (2) Retain the certifications in the files; and
  - (3) Forward the following notice to the proposed lower-tier subcontractors:

NOTICE TO PROSPECTIVE LOWER-TIER SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF YEAR 2000 COMPLIANCE FOR INFORMATION TECHNOLOGY PRODUCTS AND SERVICES.

Certification of Year 2000 Compliance of information technology products and services must be submitted before the award of a lower-tier subcontract under which the lower-tier subcontractor will be delivering or developing information technology products and services.

**CERTIFICATION**

By signing below, the Offeror certifies, under penalty of law, that these representations and certifications are accurate, current and complete.

**COMPANY NAME** \_\_\_\_\_

**BY (SIGNATURE):** \_\_\_\_\_ **DATE** \_\_\_\_\_

**TYPED/PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**E:MAIL ADDRESS:** \_\_\_\_\_